

AGREEMENT

This **Agreement** is made by and between two parties, The City of Taunton, Commonwealth of Massachusetts, by its exclusive bargaining agent **Mayor Thomas C. Hoyer, Jr.**, hereinafter referred to as "The City," and **Shannon M. Valentino, Confidential Legal Assistant** for the Taunton Law Department, hereinafter referred to as the "Confidential Legal Assistant"

Whereas, the City is desirous of obtaining the services of the Confidential Legal Assistant in the Law Department of the City of Taunton, MA; and

Whereas, the Confidential Legal Assistant is willing to perform the duties of the position of Confidential Legal Assistant according to the terms and conditions of this contract and the current job description, hereto attached, and

Whereas, the Confidential Legal Assistant will be considered a confidential, non-union employee of the Law Department,

Now therefore, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, it is hereby mutually agreed by and between the parties hereto as follows:

DURATION OF THE AGREEMENT

This Agreement shall be effective as of January 4, 2016 and shall continue in full force and effect until the current term of the existing City Solicitor expires on January 5, 2018, or in the event of a re-appointment, or until such time that the Confidential Legal Assistant resigns, retires or is removed for just cause from this position. Re-appointment to the position of Confidential Legal Assistant shall be by and at the discretion of the City Solicitor, subject to approval of the Mayor.

MODIFICATIONS

The terms and conditions of this contract will remain in full force and effect throughout the named dates, and may be modified or amended only by subsequent written agreement.

DUTIES

The Confidential Legal Assistant shall be responsible for all duties as described in the attached job description and such additional duties related to the administration of the Law Department as may be from time to time directed by the City Solicitor. In addition to said duties, the Confidential Legal Assistant shall perform the following duties for the Taunton Historic District Commission: (1) attend monthly meetings of the commission, (2) take, formulate, and process the minutes of the commission's meetings, and (3) perform periodic routine clerical work such as answering the telephone and processing the commission's correspondence.

TIME & ATTENDANCE

The Confidential Legal Assistant shall devote forty (40) hours per work week to the City of Taunton, and shall be expected to work, at a minimum, during the usual and customary hours that City Hall is open, and at such other times as are directed by the City Solicitor. The Confidential Legal Assistant shall report any scheduled or unscheduled absences to the City Solicitor. With respect to scheduled absences, the Confidential Legal Assistant shall notify the City Solicitor reasonably in advance.

JUST CAUSE

The Confidential Legal Assistant shall not be removed, terminated, discharged, dismissed, suspended or otherwise disciplined except for just cause.

HEALTH INSURANCE

The Confidential Legal Assistant shall be eligible for all health insurance coverage that is provided for all other city employees. The City Treasurer/Collector shall deduct the Confidential Legal Assistant's share of her health and life insurance premiums from her regular paychecks. The Confidential Legal Assistant's health insurance contribution shall be identical in percentage to the percentage contribution contained for all other city employees. Additionally, the Confidential Legal Assistant shall be eligible to participate in any voluntary/contributory benefit program offered to other general government employees.

CLERICAL INCENTIVE

The Confidential Legal Assistant shall receive an annual clerical incentive allowance of Six Hundred and Twenty Five Dollars (\$625.00) payable the third week in July each year.

PENSION

The present pension and retirement plans in accordance with Massachusetts General Laws, as amended and in effect in the City of Taunton, shall be applicable to the Confidential Legal Assistant.

PERSONAL DAYS

The Confidential Legal Assistant shall be entitled to five (5) days of paid personal leave each calendar year. Said personal days may be carried forward up to a maximum accumulation of ten (10). Any such unused personal days shall be redeemable for financial value upon leaving the employ of the City of Taunton, MA. Yearly, at the employee's request, two (2) sick days may be converted to personal days.

COMPENSATION

The base pay for the position of Confidential Legal Assistant shall be one thousand fifteen and 63/100 dollars (\$1,015.63) per week.

In addition to her base pay, the Confidential Legal Assistant shall receive a stipend of three thousand dollars (\$3,000.00) per year for performing the additional duties for the Historic District Commission described on page one of this agreement. Said stipend shall be payable in the amount of fifty-seven and 69/100 dollars (\$57.69) per week, to be considered as part of her regular compensation so long as she performs said additional duties.

The Confidential Legal Assistant will be subject to annual performance evaluations and eligible for annual salary adjustments as determined by the City Solicitor and the Mayor, subject to appropriation by the Municipal Council.

VACATION TIME

The Confidential Legal Assistant's vacation eligibility shall be based upon the total length of her longevity and in accordance with the following schedule. Should the Confidential Legal Assistant choose not to take an earned vacation period in a given year, she may use it the following year in addition to the earned vacation period for that year, subject to the approval of the City Solicitor. However, no more than one (1) years' worth of vacation accrual may be carried forward from one year to the next.

After:

6 Months to 4 Years	2 WEEKS
5 Years to 9 Years	3 WEEKS
10 Years to 16 Years	4 WEEKS
17 Years to 24 Years	5 WEEKS
25 Years of service	6 WEEKS

Upon the Confidential Legal Assistant's retirement, death or termination of employment for any reason, the Confidential Legal Assistant shall redeem any unused and duly accrued vacation days at their then existing per diem value. The per diem value of each vacation day shall be one-fifth (1/5th) of the Confidential Legal Assistant's regular weekly pay.

PAID HOLIDAYS

The following holidays shall be paid holidays for the Confidential Legal Assistant:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
½ Day Good Friday	Thanksgiving Day
Patriot's Day	Day after Thanksgiving
Memorial Day	½ Day Christmas Eve

Independence Day

Christmas Day

½ Day New Year's Eve

Any holiday declared by the City of Taunton or the Government of the Commonwealth of Massachusetts, shall be paid contractual holiday(s) for the Confidential Legal Assistant.

In the event that any of the foregoing holidays fall on a Saturday, the holidays shall be observed on the preceding Friday. In the event that any of the foregoing holidays fall on a Sunday, the holiday shall be observed on the subsequent Monday.

SICK LEAVE

- (A.) The Confidential Legal Assistant shall be entitled to one and one quarter (1 ¼) days of sick leave with full pay, for each month of service. There shall be no limit to the number of unused days of sick leave that the Confidential Legal Assistant may accumulate. The Confidential Legal Assistant shall be entitled to her sick leave as it becomes earned.
- (B) The Confidential Legal Assistant may use up to (7) of her accumulated sick leave days per year for illness in her immediate family or household, which, for purposes of this paragraph, shall be construed to include spouse, children, parents and other persons regularly residing in the Confidential Legal Assistant's permanent residence.
- (C) Upon the Confidential Legal Assistant's retirement, death or termination of employment for any reason, the Confidential Legal Assistant, or her surviving spouse, or duly appointed representative of her estate shall redeem her unused accumulated sick leave days at their then existing per diem value up to a maximum amount of thirteen thousand dollars (\$13,000.00). The per diem value of each sick leave day shall be one-fifth (1/5th) of the Confidential Legal Assistant's regular weekly pay.

BEREAVEMENT LEAVE

1. The Confidential Legal Assistant shall be allowed bereavement leave with pay upon the death of her spouse, child, grandchild, brother, sister, parent, grandparent; or upon the death of the Confidential Legal Assistant's spouse's child, parent, father or mother-in-law, brother, sister, grandparent or grandchild; or upon the death of a member of the Confidential Legal Assistant's household. Such leave will extend from the time of death until the day following the funeral service, but shall not, unless special permission is granted by the Mayor, exceed ninety-six (96) hours.
2. In addition, one (1) day of funeral leave shall be granted to the Confidential Legal Assistant to attend the funeral service for her aunt, uncle, niece, nephew or cousin; or her spouse's aunt, uncle, niece, nephew or cousin.

3. In the event that any of the relatives mentioned in Section 2 above reside within the Confidential Legal Assistant household, the Confidential Legal Assistant shall be granted three (3) days of funeral leave.

JURY LEAVE

The Confidential Legal Assistant shall be granted time off without loss of pay for services on any local, state, or federal jury, including a grand jury.

LONGEVITY

The Confidential Legal Assistant will follow the following longevity schedule. The longevity shall be computed based on the following percentages of fifty-five (\$55,000) thousand dollars and paid annually to the Confidential Legal Assistant based upon her total length of continuous cumulative service with the City of Taunton, and any verified full time municipal, county, state, or federal experience.

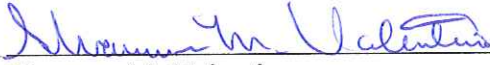
5 Years	2.7 %
10 Years	3.3%
15 Years	3.9%
20 Years	4.5%
25 Years	5.1%
30 Years	5.7%

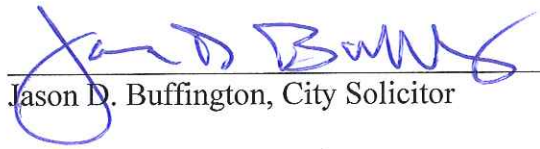
SEVERABILITY CLAUSE

If any provision of the agreement is deemed illegal or unenforceable then it shall be stricken and shall not affect the remaining provisions of this contract, which shall remain in full force and effect. To the fullest extent provided by law, should there be a conflict between this employment agreement and the terms of any municipal ordinance, the terms of this employment contract shall govern.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 27th day of January, 2016.


Thomas C. Hoye Jr., Mayor


Shannon M. Valentino,
Confidential Legal Assistant



Jason D. Buffington, City Solicitor